



Marine, Cargo & Transit

'Floor to Floor' Single Transit – Specific Events

Marine Insurance Policy Wording

Date of preparation: 1 June 2023

Effective date: 15 November 2023

360MCTPWV123_QM9771-1123



360 Marine, Cargo & Transit Pty Ltd **ABN** 98 666 683 763 is an Authorised Representative (**AR** 1302961) of
360 Underwriting Solutions Pty Ltd **ABN** 18 120 261 270, **AFSL** 319181
Suite 1, Level 18, 201 Kent Street, Sydney, NSW 2000



Marine, Cargo & Transit

This is an important document about insurance. It explains what is and what is not covered under the insurance policy and your and our obligations. To check the policy meets your needs, you need to understand it. If you cannot read and understand English please seek assistance from someone who can help you understand it in your preferred language.

此乃關於保險的重要文件，它解釋了根據保單條款什麼是受保、什麼是不受保項目，以及你方和我方的責任條款。你必須要了解後才能決定這項保險是否能滿足你的需要。如果你不能閱讀和理解英文，請向能幫助你用你熟悉的語言理解內容的人求助。

هذه وثيقة هامة عن التأمين، تشرح ما تغطيه بوليصة التأمين وما لا تغطيه بالإضافة إلى التزاماتنا والتزاماتك. يجب عليك فهم محتوى البوليصة حتى تتأكد من أنها تفي باحتياجاتك. إذا لم تكن تجيد قراءة الإنجليزية وفهمها، أطلب المساعدة من شخص يستطيع أن يعينك على فهم هذه الوثيقة باللغة التي تفضلها.

此乃關於保險的重要文件，它解釋了根據保單條款什麼是受保、什麼是不受保項目，以及你方和我方的責任條款。你必須要了解後才能決定這項保險是否能滿足你的需要。如果你不能閱讀和理解英文，請向能幫助你用你熟悉的語言理解內容的人求助。

Đây là một tài liệu quan trọng về bảo hiểm. Nó giải thích những gì được và những gì không được bảo hiểm theo hợp đồng bảo hiểm cũng như những nghĩa vụ của quý vị và của chúng tôi. Để kiểm tra liệu hợp đồng bảo hiểm có đáp ứng được những nhu cầu của quý vị hay không, quý vị cần phải hiểu nó. Nếu quý vị không thể đọc và hiểu tiếng Anh, vui lòng nhờ ai đó có thể giúp giải thích hợp đồng cho quý vị bằng ngôn ngữ quý vị ưa dùng.

Questo è un documento importante sull'assicurazione. Spiega cosa è e cosa non è coperto in base alla polizza assicurativa ed i tuoi ed i nostri obblighi. Per verificare che la polizza soddisfi le tue esigenze, devi capirla. Se non puoi leggere e capire l'inglese, fatti assistere da qualcuno che possa aiutarti a capirla nella tua lingua preferita.

Αυτό είναι ένα σημαντικό έγγραφο σχετικά με την ασφάλιση. Εξηγεί τι είναι και τι δεν καλύπτεται από το ασφαλιστήριο συμβόλαιο και τις δικές σας και τις δικές μας υποχρεώσεις. Για να ελέγξετε αν αυτό ανταποκρίνεται στις ανάγκες σας, πρέπει να το κατανοήσετε. Εάν δεν διαβάζετε ή δεν κατανοείτε την αγγλική γλώσσα, παρακαλείσθε να ζητήσετε βοήθεια από κάποιον που μπορεί να σας βοηθήσει να το κατανοήσετε στη γλώσσα που προτιμάτε.

यह बीमा के बारे में एक महत्वपूर्ण दस्तावेज़ है। इसमें यह वक्तर ददया गया है दक बीमा पॉलिसी में क् कवरण (बीमे द्वारा सुरकषति) है और क् कवरण (बीमे द्वारा कवरण) नहीं है तथा इसमें आपके और हमारे दाययत्व्व के बारे में भी बताया गया है। यह जांच करने के लिए दक क् प्वलिसी आपकी आवश्यकताओं क्व पूरा करती है, आपक्व इसे समझने की आवश्यकता है। यदद आप अंगेजी पढ़ और समझ नहीं सकते/सकती हैं त्व कृपया दकसी ऐसे व्पक्त् से सहायता ि ज्व आपक्व इसे आपकी पसंदीदा भाषा में समझने में मदद कर सकता ह्व।

Este es un documento importante sobre seguros. En él se explica lo que cubre y no cubre su póliza de seguro y tanto sus obligaciones como las nuestras. Deberá entenderlo para determinar si la póliza se adapta a sus necesidades. Si no lee ni entiende inglés, solicite la ayuda de alguien que le pueda ayudar a entenderlo en su idioma.

ਇਹ ਬੀਮੇ ਬਾਰੇ ਇੱਕ ਮਹਤਵਪੂਰਨ ਦਸਤਾਵੇਜ਼ ਹੈ। ਇਸ ਵੱਚ ਇਹ ਵੇਰਵਾ ਵਦਤਾ ਵਆ ਹੈ ਵਕ ਬੀਮਾ ਪਾਵਸੀ ਤਵਹਤ ਕੀ ਕਵਰਡ (ਬੀਮੇ ਦੁਆਰਾ ਸੁਰਵਅਤ) ਹੈ ਅਤੇ ਵਕ ਕਵਰਡ (ਬੀਮੇ ਦੁਆਰਾ ਸੁਰਵਅਤ) ਨਹੀ ਹੈ ਅਤੇ ਇਸ ਵੱਚ ਤੁਹਾਡੀਆਂ ਅਤੇ ਸਾਡੀਆਂ ਜ਼ੋਮੇਵਾਰੀਆਂ ਬਾਰੇ ਵੀ ਵਦਸਆ ਵਆ ਹੈ। ਇਹ ਜਾਂਚ ਕਰਨ ਇੰ ਵਕ ਕੀ ਪਾਵਸੀ ਤੁਹਾਡੀਆਂ ਤਿੰ ਨੂੰ ਪੂਰਾ ਕਰਦੀ ਹੈ, ਤੁਹਾਨੂੰ ਇਸਨੂੰ ਸਮਝਣ ਦੀ ਤਿੰ ਹੈ। ਜੇ ਤੁਸੀ ਅੰਰਿਜੀ ਪੜ੍ਹ ਤੇ ਸਮਝ ਨਹੀਂ ਸਕਦੇ ਹੋ ਤਾਂ ਵਕਰਪਾ ਕਰਕੇ ਵਕਮੇ ਅਵਜਹੇ ਵਵਅਕਤੀ ਤੋਂ ਮਦਦ ਵਿ ਜੇ ਤੁਹਾਡੀ ਪਸੰਦੀਦਾ ਭਾਸ਼ਾ ਵੱਚ ਤੁਹਾਨੂੰ ਇਸਨੂੰ ਸਮਝਣ ਵੱਚ ਮਦਦ ਦੇ ਸਕੇ

Marine Insurance Policy Wording

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About this Booklet

There are two parts to this booklet. The first part is Important Information about this policy including information about how we'll protect **your** privacy and how to make a complaint or access **our** dispute resolution service.

The second part is **your** Policy Wording which sets out the detailed terms, conditions and exclusions of the policy.

Because we don't know **your** own personal circumstances, **you** should treat any advice in this booklet as purely general in nature. It doesn't consider **your** objectives, financial situation or needs. **You** should carefully consider the information provided with regard to **your** personal circumstances to decide if it's right for **you**.

For more information

Please take the time to read through this booklet and if **you** have any questions, need more information or to confirm a transaction, please contact **your** financial services provider.

Insurer

The policy is issued by QBE Insurance (Australia) Limited, **ABN 78 003 191 035, AFS Licence No. 239545.**

About QBE

QBE Insurance (Australia) Limited **ABN 78 003 191 035 AFSL 239545** (QBE) is a member of the QBE Insurance Group of companies. QBE Insurance Group Limited **ABN 28 008 485 014** is the ultimate parent entity and is listed on the Australian Securities Exchange (ASX: QBE). **We** have been helping Australians protect the things that are important to them since 1886.

QBE in the community

Premiums4Good™

We are committed to giving back to the communities that **we** operate in. Through Premiums4Good, **we** invest a portion of customer **premiums** into investments that have additional social or environmental features. So, when **you** choose **us** as **your** insurer, **your** premium automatically does some good.

About 360

360 Marine, Cargo & Transit Pty Ltd (360 Marine) (**ABN 98 666 683 763**) is an Authorised Representative (**AR 1302961**) of 360 Underwriting Solutions Pty Ltd (360 Underwriting) **ABN 18 120 261 270, AFSL 319181**. 360 Marine is the underwriting agency acting on behalf of QBE in relation to this policy.

In issuing this policy, 360 Underwriting and its Authorised Representative 360 Marine will be acting under an authority given to it by the insurers. This means that when issuing this policy, 360 Underwriting and its Authorised Representative 360 Marine will be acting as an agent for the insurers, not for **you**.

360 Marine contact details are:

Suite 1, Level 18,
201 Kent Street
Sydney, NSW 2000
Telephone. 1800 411 580

You should contact 360 Marine in the first instance in relation to this insurance.



Marine, Cargo & Transit

Important Information

Duty of Disclosure

Before **you** enter into an insurance contract, **you** have a duty, under both the *Insurance Contracts Act 1984 (Cth)* and the *Marine Insurance Act 1909 (Cth)*, to tell **us** anything that **you** know, or could reasonably be expected to know, that may affect **our** decision to insure **you** and on what terms.

You have this duty until **we** agree to insure **you**.

You have the same duty before **you** renew, extend, vary or reinstate an insurance contract. **You** do not need to tell **us** anything that:

- + reduces the risk **we** insure **you** for;
- + is common knowledge;
- + **we** know or should know as an insurer; or
- + **we** waive **your** duty to tell **us** about.

If you do not tell us something

Where the *Marine Insurance Act 1909 (Cth)* applies:

If **you** fail to comply with **your** duty of disclosure, **we** may avoid the policy from its beginning.

Where the *Insurance Contracts Act 1984 (Cth)* applies:

If **you** do not tell **us** anything **you** are required to, **we** may cancel **your** policy or reduce the amount **we** will pay **you** if **you** make a claim, or both.

If **your** failure to tell **us** is fraudulent, **we** may refuse to pay a claim and treat the contract as if it never existed.

General Insurance Code of Practice

We are a signatory to the General Insurance Code of Practice (Code) and are committed to providing high standards of service. The Code covers topics like buying insurance, how claims are handled, what happens if financial hardship occurs, and complaint handling. **You** can read the Code at codeofpractice.com.au

The Code Governance Committee is an independent body that monitors and enforces insurers' compliance with the Code. For more information about the Code Governance Committee please visit insurancecode.org.au

We recognise that family and domestic violence is a complex issue and **we** take it seriously. For more information about support, **our** Family and Domestic Violence Customer Support Policy is available at qbe.com/au

Privacy

Both QBE and 360 are committed to the safe and careful use of **your** personal information in the manner required by the *Privacy Act 1988 (Cth)* and the Australian Privacy Principles and the terms of the policy.

360

360 will collect personal information when **you** deal with 360, 360 agents, other companies in the 360 group, QBE group or suppliers acting on behalf of 360. 360 use **your** personal information so 360 can do business with **you**, which includes issuing and administering 360 products and services and processing claims.

Sometimes 360 might send **your** personal information overseas.

The locations 360 send it to can vary but include the Philippines, India, Ireland, the UK, the US, China and countries within the European Union.

A copy of the 360 Privacy Policy is located on the 360 website at www.360uw.com.au

QBE

We take the security of **your** personal information seriously.

We will collect personal information directly from **you** when **you** deal with **us**, or sometimes through **our** agents, other companies in the QBE group or suppliers acting on **our** behalf. **We** will only ever collect the personal information **we** need in order to provide **our** services to **you**, such as issuing and administering **our** products and services and processing claims. **We** will obtain consent before collecting sensitive information, such as health information, unless **we** are required or permitted by law to collect it without consent. Sometimes **we** may store and disclose **your** personal information overseas. When **we** do this, **we** ensure **your** information is retained in accordance with the Australian *Privacy Act 1988* and local privacy laws.

Our Privacy Policy describes in more detail from whom **we** collect personal information, as well as where **we** store it and the ways **we** could use it. **You** can find it at qbe.com/au/about/governance/privacy-policy

If **you** would like to access or correct **your** personal information please contact **us** at customercare@qbe.com or on 1300 650 503.



Marine, Cargo & Transit

Complaints

We're here to help. If you're unhappy with any of our products or services, or the service or conduct of any of our suppliers, please let us know and we'll do our best to put things right.

Step 1 – Talk to us

Your first step is to get in touch with the team looking after your policy, direct debit, or claim. You'll find their contact details on your policy documents, letters, or emails from us. Please provide our team with as much information as possible so they can try to fix the problem quickly and fairly.

For additional assistance in lodging a complaint, please refer to qbe.com/au

Step 2 – Customer relations

If your complaint isn't resolved by the team looking after your policy, direct debit, or claim, you can ask them to refer your complaint on to our Customer Relations team. A Dispute Resolution Specialist will review your complaint independently and provide you with our final decision.

You can also contact the Customer Relations team directly:

Telephone. 1300 650 503
Fax. (02) 8227 8594
Email. complaints@qbe.com
Post. GPO Box 219, Parramatta NSW 2124

Step 3 – Still not resolved?

If we're unable to resolve your complaint to your satisfaction within a reasonable time, or you're not happy with our final decision, you can refer your complaint for external dispute resolution by contacting the Australian Financial Complaints Authority (AFCA). We are a member of AFCA and their decisions are binding on us.

Telephone. 1800 931 678
Email. info@afca.org.au
Post. GPO Box 3, Melbourne VIC 3001

AFCA will inform you if your complaint falls within its jurisdiction. Time limits apply to most complaints to AFCA. For more information, visit afca.org.au

More information

You can find more information about how we deal with complaints on our website at qbe.com/au or you can call us on 133 723 to speak with us or request a copy of our complaints brochure at no charge by us.

Complaints just about privacy

If you're not happy with how we've handled your personal information, call us on 1300 650 503 or email us at customercare@qbe.com. If you're not satisfied with our response, you can contact the Office of the Australian Information Commissioner (OAIC):

Telephone. 1300 363 992
Email. enquiries@oaic.gov.au
Post. GPO Box 5218, Sydney NSW 2001

Financial Claims Scheme

This policy is protected under the Financial Claims Scheme (FCS), which protects certain insureds and claimants in the unlikely event QBE becomes insolvent. You may be entitled to access the FCS if you meet the eligibility criteria.

For more information, contact the Australian Prudential Regulation Authority (APRA).

How to contact APRA

Telephone. 1300 558 849
Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Online. www.fcs.gov.au

Contacting 360 Marine

How to contact 360 Marine

Telephone. 1800 411 580
(Monday to Friday from 9am to 5pm, Sydney time, except on public holidays)
Post. Suite 1, Level 18, 201 Kent St, Sydney NSW 2000
Email.
+ privacy@360uw.com.au, to contact us about privacy or your personal information;
+ executive@360uw.com.au, to give feedback or pay a compliment.

Section 1: Definitions

The words and terms used throughout this policy have special meanings set out below. These words are in **bold**.

Excess means:

The amount **you** must contribute to each and every claim **you** make under this policy. Any applicable excess will be shown in **your policy schedule**, or within this policy.

General average means:

Means any extraordinary sacrifice or expenditure voluntarily and reasonably made or incurred for the purpose of preserving all property on board a sea going vessel at risk at a time of peril in a common maritime adventure.

Goods means:

The goods that are specified as the Interest Insured in the **policy schedule**.

Period of insurance means:

The period for which the cover under **your** policy is in force. **You** will find this period of insurance in the **policy schedule**.

Policy Schedule means:

The most recent document **we** give **you**. **We** give **you** a policy schedule when **you**:

- + first buy the policy from **us**; or
- + change any part of the policy or any personal details relevant to it.

Removal of debris/clean-up costs means:

We will pay the reasonable costs of removal and disposal of damaged **goods** or dead livestock, including the cost of cleaning the accident site, but excluding any expense or liability incurred as a result of the actual or potential discharge, emission, spillage or leakage of any liquid or gas pollutant beyond the road surface at the accident site.

We, our, us means:

QBE Insurance (Australia) Limited, **ABN 78 003 191 035**.

You, your means:

Any of the person or persons/company named as the insured in the **policy schedule**.

Section 2: This Insurance Contract

We agree to provide insurance as described in this policy subject to the terms, limitations, exclusions and conditions contained in or endorsed on or otherwise expressed in the policy.

This insurance is in consideration of the insured named in the **policy schedule**:

- + having paid or agreed to pay the premium to the insurer;
- + providing to the insurer a written application.

The Policy Wording, **policy schedule** and endorsements (if any) are to be read together.

Section 3: The Transit

Goods Other Than Livestock and Motor Vehicles/Mobile Machinery

During the **period of insurance**:

- + cover commences from the time the **goods** are picked up inside the warehouse/premises or place of storage for loading onto the conveying vehicle;
- + cover terminates when the **goods** are placed and/or positioned inside the receiver's or other designated warehouse or premises.

Livestock

During the **period of insurance**:

- + cover commences when the livestock proceed on to the loading ramp of the conveying vehicle from the ground or loading dock adjacent to the conveying vehicle;
- + cover terminates when the livestock exit the loading ramp adjacent to the conveying vehicle at the receiver's or other designated warehouse or premises.

Motor Vehicles/Mobile Machinery

During the **period of insurance**:

- + cover commences when the motor vehicle/mobile machinery's wheels/tracks are driven onto the loading ramps of the conveying vehicle from the ground or loading dock adjacent to the conveying vehicle;
- + cover ceases when the motor vehicle/mobile machinery is parked on the ground or loading dock immediately adjacent to the conveying vehicle.

The Cover Granted Under This Transit Clause is Subject to:

- + the conveying vehicle departing for destination within 48 hours of the commencement of loading. If this period is exceeded, cover ceases until the conveying vehicle actually departs for destination;
- + the placement or positioning of the **goods** within the warehouse or premises being:
 - directly associated with the transit; and
 - completed within 48 hours of the conveying vehicle's arrival.

We don't provide cover during dismantling, re-assembly or testing of insured goods.

Section 4: Specific Events Cover

Subject to the exclusions and general conditions listed in [Sections 6](#) and [7](#), this policy covers:

Goods/Livestock

This policy covers loss of or damage to the **goods** and/or death of livestock whilst contained in the conveying vehicle or **your** premises caused by:

- + fire, lightning, earthquake, volcanic eruption, hail or explosion;
- + flood;
- + collision of the conveying vehicle except with the curb or uneven road surface;
- + collision, crashing or forced landing of aircraft;
- + jack-knifing, overturning and/or derailment of the conveying vehicle;
- + impact of any object which is not on or part of the vehicle with the **goods** or livestock.

This cover excludes impact of the road surface and allied areas with the **goods** or livestock unless caused by an insured event specified above.

Where **goods** are being transported by sea, the insured events specified above are extended to include:

- + stranding, sinking, burning, grounding or collision or contact of the vessel with any object other than water;
- + any **general average** and or salvage contribution that **you** are required to pay;
- + jettison, washing overboard and loss or damage caused by a **general average** sacrifice.

This policy includes the risks of death or humane killing of livestock that is necessary when caused by an insured event.

Where refrigerated **goods** are specified in the **policy schedule**, cover is extended to include deterioration of the **goods** following an insured event specified above.

Section 5: Additional Benefits

The following additional benefits are payable subject to the exclusions and general conditions listed in [Sections 6](#) and [7](#).

Agistment Expenses (livestock only)

We will pay all reasonable costs and expenses necessarily incurred in maintaining the animals at agistment when caused by an insured event.

Subject to a limit of \$500 per animal and \$50,000 in the aggregate for any one loss or series of losses caused by the one event.

General Average and Salvage

If **your goods** are being transported by sea between Australian ports and a **general average** is declared, this policy extends to cover the full costs of the **general average** and/or Salvage contribution irrespective of the amount insured being less than the contributory value.

Mustering Costs (livestock only)

We will pay all reasonable costs and expenses necessarily incurred for mustering of the animals at the scene of the accident when caused by an insured event.

Subject to a limit of \$500 per animal and \$50,000 in total for any one loss or series of losses caused by the one event.

Overcarried Goods

Should the **goods** be over-carried to a different destination, this policy covers the **goods** until returned to the original destination.

Packaging and Shipping Containers

We will cover **you** for accidental loss of or damage to packaging while carried in transit caused by an insured event.

Subject to a limit of \$75,000 any one loss or series of losses caused by the one event, unless otherwise specified in the **policy schedule** and provided the costs are not recoverable under any other policy of insurance.

'Packaging' means packing materials, shipping containers, crates, pallets, or similar receptacles belonging to **you** or for which **you** are responsible.

Removal of Debris/Clean-up Costs

We will pay all reasonable costs and expenses incurred in unloading, removing and disposing of damaged **goods** and clean-up of the accident site after the occurrence of an insured event.

Subject to a limit of \$75,000 any one loss or series of losses caused by the one event, unless otherwise specified in the **policy schedule** and provided the costs are not recoverable under any other policy of insurance.

Where dangerous **goods** are specified in the **policy schedule** this **removal of debris/clean-up costs** benefit does not apply.

Re-securing

We will pay all reasonable costs and expenses incurred in re-securing the **goods** where there has been movement of the **goods** in transit, which makes re-securing necessary, even though there may be no claim resulting from the incident provided these circumstances were outside **your** control and **you** could not reasonably be expected to have knowledge of them in **your** normal course of **your** business.

Subject to a limit of \$5,000 any one incident, unless otherwise specified in the **policy schedule** and provided these costs are not recoverable under any other policy of insurance.

Transfer/Onforwarding Clause

Where, due to an event covered by this insurance, the transit is terminated short of the intended destination this insurance covers all reasonable costs incurred in transferring, storing and forwarding the **goods** to the original destination in Australia. This extension does not include costs incurred due to **your** insolvency or financial default.

Wandering Off Clause (livestock only)

We will cover **you** for loss of animals due to 'wandering off' from the scene of an accident caused by an insured event.

Subject to a limit of \$50,000 any one loss or series of losses caused by the one event.

Section 6: Exclusions (applicable to all sections)

The exclusions set out in this section apply to all sections of this policy.

This policy does not cover any loss or damage:

1. To property other than the **goods** specified in the **policy schedule**;
2. To **goods** caused by **your** wilful act or the wilful act committed by someone with **your** knowledge or connivance;
3. To **goods** caused by delay, rejection, loss of market, loss of profits or any consequential loss (even though it may have been caused by an insured event);
4. Caused by a reduction in value of **goods** because of repairs;
5. Caused by ordinary leakage, ordinary loss in weight or volume or ordinary wear and tear of the **goods**;
6. Caused by inherent vice or nature of the **goods** (other than refrigerated **goods** due to variation in temperature as provided in [Section 4](#));
7. To animals caused by inoculation and/or its after effects, infectious diseases, rejection, abortion, loss/death of foetus, loss of use or delay;
8. Caused by the failure of **you** or **your** employees to take all reasonable precautions to ensure that refrigerated **goods** are kept in refrigerated, or where appropriate, properly insulated and cooled space;
9. To **goods** caused by rust, oxidization and/or discolouration unless caused by an insured event;
10. To **goods** caused by electronic, electrical or mechanical failure unless caused by an insured event and there is visible external physical damage;
11. To **goods** caused directly or indirectly by war, acts of war (whether declared or not), rebellion, revolution, lawful seizure, confiscation, nationalisation, requisition, destruction or damage by or by the order of any government, public or local authority;
12. To **goods** caused directly or indirectly by ionization, radiation, radioactive material, nuclear process or from nuclear weapons material;
13. Arising from the theft of **goods** when in **your** custody or control if the conveying vehicle or building and/or premises used for temporary storage during the normal course of transit are not securely locked when unattended;
14. To motor vehicles/machinery driven under their own power or whilst being towed other than during loading and unloading operations;
15. To personal effects or tools or other **goods** left in motor vehicles/machinery;
16. To motor vehicles/machinery caused by personal effects, tools or other **goods** being left in the motor vehicles/machinery;
17. To windows or windscreens of motor vehicles/ machinery caused by stone chips;

18. Or expense arising out of the insolvency or financial default of the carrier unless these circumstances were outside **your** control and **you** could not reasonably be expected to have knowledge of it during the normal course of **your** business;

19. From Communicable Diseases:

- + This policy does not insure any loss, damage, liability, claim, cost or expense of whatsoever nature caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto;
- + As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not; and
 - the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and
 - the disease, substance or agent can cause or threaten bodily injury, illness, damage to human health, human welfare or property.

20. From Cyber – the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus, computer process or any other electronic system.

In no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to, by or arising from:

- + ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- + the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- + any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- + the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive

matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes;

- + any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of asbestos;
- + any chemical, biological, biochemical, or electromagnetic weapon.

In addition, the following clause shall be paramount and shall override anything else contained in this insurance:

Notwithstanding any provision to the contrary contained in this policy or the clauses referred to within this policy, it is agreed that in so far as this policy covers loss of or damage to the **goods** insured caused by terrorism or any terrorist or any person acting from a political motive, such cover is conditional upon the **goods** insured being in the ordinary course of transit and, in any event, shall terminate either:

- a. as per *Section 3: The Transit*; or
- b. on delivery to any other warehouse or place of storage, whether prior to or at the destination, which **you** elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, whichever shall first occur.

For the purpose of this insurance, 'terrorism' means any act(s) of any person(s) or organisation(s) involving:

- + the causing, occasioning or threatening of harm of whatever nature and by whatever means; and/or
- + putting the public or any section of the public in fear,

in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly political, religious, ideological or similar nature.

'Terrorism' shall also include steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, anticipated, threatened, suspected or perceived terrorism.

Sanctions Limitation and Exclusion Clause

We will not be liable to provide any cover, pay any claim or provide any benefit under this policy, to the extent that to do so may expose **us** to any sanction, prohibition, or restriction under United Nations resolutions or any applicable trade or economic sanctions, laws or regulations of any country.

Laws Impacting Cover

We will not be liable to provide any cover, pay any claim or provide any benefit under this policy, to the extent that it is unlawful for **us** to do so.

Section 7: General Conditions (applicable to all sections)

The cover provided by this policy is subject to the following conditions:

Changes to Your Circumstances

If **you** want to make a change to this policy, the change becomes effective when **we** agree to it in writing. If **you** do or omit to do something which materially changes the risk, as disclosed at the commencement of this policy or in **your policy schedule**, that increases the chances of future loss, **you** must give **us** notice in writing as soon as possible.

If **you** do not give **us** notice, **we** will only cover **you** to the extent **we** would have agreed to cover **you** had **you** told **us** about the change.

Benefit of Insurance

The carrier or any other bailee cannot claim any benefit under this policy. **Your** rights under this policy are not prejudiced by any agreement exempting the carrier from liability.

Contribution and Other Insurance

When making a claim, **you** must notify **us** of any other insurance that **you're** aware will or may, whether in whole or in part, cover any loss insured under **your** policy.

If at the time of any loss, damage or liability there's any other insurance (whether issued to **you** or any other person) which covers the same loss, damage or liability **you** must provide **us** with any reasonable assistance **we** require to make a claim for contribution from any other insurer(s).

Law and Practice

This insurance is subject to Australian federal law and practice.

Sending You Documents

Documents relating to **your** insurance policy will be sent by post or email. Where **you** have been given the choice, they will be sent by **your** chosen delivery method and **you** can change **your** preference at any time.

It is **your** responsibility to make sure **your** contact details are current (including telephone number, email and mailing address where relevant) and **you** must update these as soon as they change.

Other Interests

You must inform **us** of the interests of all third parties (e.g. financiers or lessors) to be covered by this insurance. **We** protect the interests of third parties only if **you** have informed them and the interest(s) are noted in the **policy schedule**.

You must not transfer any interests in **your** policy without **our** written consent (which will not be unreasonably withheld).

Any person whose interests **you've** told **us** about and **we've** noted on **your policy schedule** is bound by the terms of **your** policy in relation to any claim they make.

Warranties

Any warranties specified in the **policy schedule** are to be regarded as conditions of the contract of insurance.

References to legislation

Legislation referenced in this policy includes subsequent legislation. Any term used in this policy and defined by reference to legislation will have the meaning given in any replacement definition or definition with materially the same object or purpose in subsequent legislation.

'Subsequent legislation' means:

- + an act or regulation as amended, replaced or re-enacted;
- + where an act or regulation has been repealed, the current equivalent act or regulation (Commonwealth, State or Territory) with materially the same object or purpose whether in whole or in part.

Section 8: Claims

How Much We Pay

Depending upon the circumstances, the amount payable, will be:

- + the cost of repairing or replacing lost or damaged **goods** including freight costs; or
- + the actual value of the lost or damaged **goods** at the time of loss (i.e. unless the **goods** were new an amount for depreciation and wear and tear will be deducted from the claim) including freight costs.

This amount will be subject to the limit of liability stated in the **policy schedule**.

It may be that **we** do not consider the loss or damage is covered by this policy. Whatever **our** decision, **we** will write to **you** and clearly explain **our** reasons.

Brands/Labels Clause

In the event of loss of or damage to **goods** bearing embossed or indented brands or labels or other permanent markings identifying **you** as the manufacturer or supplier, or exclusive and/or secret formula that may be involved, the **goods** may be retained by **you** to dispose of as **you** see fit provided a reasonable allowance is agreed for the value of the **goods**.

Where only the labels of the **goods** are affected by an insured event, the amount payable by **us** is limited to the cost of reconditioning and the costs of relabelling.

Excess

The amount stated in the **policy schedule** as the **excess** will be deducted from each and every loss.

Limit of Liability

The most **we** will pay in respect of any one loss or series of losses caused by the one event is the limit of liability specified in the **policy schedule**. This includes amounts **we** pay for [Section 5: Additional Benefits](#).

However, **we** will pay for the following additional benefits in addition to the limit of liability, up to the following amounts:

1. Packaging and shipping containers – \$75,000;
2. Removal of debris/clean-up costs – \$75,000.

New Machinery Replacement Clause

Where loss or damage to any part or parts of new machine is caused by an insured event, the amount the insurers pay will be:

- + the cost of replacement or repair of the part or parts; and
- + additional charges for forwarding and refitting.

Subject to **our** liability not exceeding the value of the complete machine.

Pairs and Sets Clause

Where any item is part of a pair or set, **we** will only pay the reasonable cost of replacing or repairing that item. **We** do not pay for any special value the item may have as part of the pair, set or collection.

If **we** can't repair an item which forms part of a set or pair or it can't be replaced because:

- + **we're** unable to reasonably match it; or
- + the functionality of the set or pair is lost (e.g. hearing aids/sporting equipment);

you can choose to either:

- + surrender the remaining item(s) to **us**, in which case **we'll** pay the replacement value of the set or pair, up to any applicable limit; or
- + keep the remaining item(s), in which case **we'll** pay the replacement value of the lost or damaged item.

Second-hand Replacement Clause

Where the loss of or damage to the **goods** is caused by an insured event and new parts are used in replacement or repair, the amount **we** pay will be:

- + the proportion of the cost of replacement parts lost or damaged as the amount insured bears to the value of an equivalent new unit; plus
- + additional charges for forwarding and refitting the new part or parts if incurred.

Subject to **our** liability not exceeding the market value of the **goods**.

How the Goods and Services Tax Affects any Payments we Make

The amount of premium payable by **you** for this policy includes an amount on account of the GST on the premium.

When **we** pay a claim, **your** GST status will determine the amount **we** pay.

When **you** are:

- a. not registered for GST, the amount **we** pay is the sum insured/limit of indemnity or the other limits of insurance cover including GST;
- b. registered for GST, **we** will pay the sum insured/limit of indemnity or the other limits of insurance and where **you** are liable to pay an amount for GST in respect of an acquisition relevant to **your** claim (such as services to repair a damaged item insured under the policy) **we** will pay for the GST amount.

We will reduce the GST amount **we** pay for by the amount of any input tax credits to which **you** are or would be entitled if **you** made a relevant acquisition. In these circumstances, the Input Tax Credit may be claimable through **your** Business Activity Statement (BAS).

You must advise **us** of **your** correct Australian Business Number and Taxable Percentage.

Any GST liability arising from **your** incorrect advice is payable by **you**.

Where the settlement of **your** claim is less than the sum insured/ limit of indemnity or the other limits of insurance cover, **we** will only pay an amount for GST (less **your** entitlement for Input Tax Credit) applicable to the settlement. This means that if these amounts are not sufficient to cover **your** loss, **we** will only pay the GST relating to **our** settlement of the claim.

We will (where relevant) pay **you** on **your** claim by reference to the GST exclusive amount of any supply made by any business of **yours** which is relevant to **your** claim.

GST, Input Tax Credit (ITC), Business Activity Statement (BAS) and Acquisition have the same meaning as given to those expressions in A New Tax System (**Goods** and Services Tax) Act 1999 and related legislation as amended from time to time.

Taxable Percentage is **your** entitlement to an Input Tax Credit on **your** premium as a percentage of the total GST on that premium.

What You Must Do

Following an event that is likely to give rise to a claim under this policy, **you** must take the following steps:

1. Action as soon as possible

- + take all reasonable measures to avoid or minimise any loss, damage or expense (the reasonable and necessary cost of doing this will be payable by **us**);
- + take all reasonable steps to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised;
- + inform the police as soon as possible after a theft is discovered.

2. Notification

- + inform **us** of the event as soon as possible;
- + submit to **us** full written particulars as soon as possible;
- + send to **us** all correspondence and documents relating to the event;
- + provide, or arrange for **us** to be provided with invoices, statements and other documents evidencing the amount of the loss.

3. When other parties may be liable

- + when another party may be liable to **you** for the loss, damage or liability **you** must:
 - not agree to release those parties from liability;
 - hold that party liable by delivering a notice of intention to claim;
 - in no circumstances, except under written protest, give clean receipts where the **goods** are in doubtful condition.

4. When delivery is made by container

When delivery is made by container ensure that the container and seals are examined immediately by the responsible official. If the container is delivered damaged or with the seals broken or damaged or with seals other than stated in the shipping documents, note the delivery docket accordingly and retain all defective or irregular seals for subsequent identification.

5. If the loss or damage was not immediately apparent

If the loss or damage was not immediately apparent at the time of delivery, apply immediately for surveys by the carriers or other bailees to be conducted within three days of delivery.

6. Inform us

Inform **us** of the circumstances and let **us** have a copy of all relevant documents.

7. Measures taken to save, protect or recover goods

Measures taken by **you** or **us** with the object of saving, protecting or recovering the **goods** insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

8. How claims administration and legal proceedings are undertaken

When **we** pay a claim under **your** policy, **we** have the right to exercise **your** legal rights in **your** name against the person responsible for the loss or damage.

We'll take full control of the administration, conduct and settlement of the recovery, including any legal defence. When **we** do any of these things in **your** name, it will be at **our** expense, however **you'll** need to give **us** reasonable assistance. This may include following **our** directions in relation to the conduct of any legal proceedings even after a claim has been paid. During the administration, conduct or settlement of the recovery, **you** can seek an update on the status of proceedings and **we** will consult **you** where appropriate.

When **we** pay a claim and some of the loss isn't covered by **your** policy, **we** may offer to try to recover that loss for **you** when **we** take any steps to recover the covered loss. **We** can only do so if **you** agree to give **us** documents that support **your** loss and agree with **us** on how **we'll** handle that recovery.

You may also need to contribute to the associated costs if, to recover the loss for **you**, **we** need to take additional steps that **we** wouldn't otherwise need to take. **We** will talk to **you** about these steps before **we** take them.

If **you've** received a benefit under **your** policy that **you** were not entitled to, **we** reserve the right to recover from **you** the amount **we** have paid. If **we** decline a claim for fraud, **we** reserve the right to recover **our** reasonable administration, investigation and legal costs.

Claims Documentation

To enable claims to be dealt with promptly, **you** are advised to submit all available supporting documents without delay, including where applicable:

- + original contract of carriage, consignment note or other contract of carriage;
- + original or a copy of any shipping invoices, shipping specifications, weight notes, packing lists, sales invoices or other documents evidencing value;
- + survey report or other documentary evidence to show the extent of the loss or damage;
- + delivery docket and weight notes at final destination;
- + correspondence exchanged with carriers and other parties regarding their liability for the loss or damage.

Please note that failure to comply with any of the conditions regarding claims procedures and documentation in this policy may prejudice any claim **you** make.

Other Important Details

General Average

In the event of a **general average** contribution arising under this policy, contact **us** before signing any **general average** bond.

Fraudulent Claims

We may be entitled to refuse to pay or to reduce the amount of a claim if:

- + it is any way fraudulent; or
- + any fraudulent means or devices are used by **you** or anyone acting on **your** behalf to obtain any benefits under this policy.





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